

PAYMENT TERMS

• All first orders must be accompanied by payment in full, including VAT and shipping costs. Orders will only be dispatched once full payment has been received. If shipping costs are not prepaid, goods will be shipped freight collect. For customers with an active account in our records: payment is due 30 days net.

- 1/ By cheque or bank transfer for orders under €150 incl. VAT.
- 2/ By bank transfer for orders equal to or exceeding €150 incl. VAT.

• Overseas Departments/Territories (DOM-TOM) and Export : Payment must be made at the time of ordering. Orders are dispatched after full payment has been received.

SHIPPING COSTS

• Prepaid and charged on invoice for mainland France. Freight collect: DOM-TOM and Export.

GENERAL TERMS AND CONDITIONS OF SALE

1.SCOPE OF APPLICATION

Placing an order implies full and unconditional acceptance by the buyer of our general terms and conditions of sale, unless otherwise agreed in writing. These terms prevail over any contradictory clauses appearing in purchase orders or any other documents issued by our customers.

2.DELIVERY

Deliveries are made freight collect when specified by the customer, otherwise they are prepaid by us and charged on invoice. The shipping cost stated in our documents corresponds to delivery under normal conditions (truck access, loading dock and/or unloading equipment). Otherwise, an additional charge will apply, even for carriage-paid deliveries.

3.INVOICING

Invoices are issued according to the rates in effect on the day of delivery.

4.PAYMENT

The first order must be accompanied by payment by cheque or bank transfer. Invoices are payable by cheque, bank transfer, or commercial draft within 30 days net. Drafts or bills of exchange must be accepted and returned within eight days following receipt of the invoice. Failure to comply will result in cash payment being required for subsequent orders. Any account request implies unconditional acceptance of our general terms and conditions of sale.

5. PRICING

The sale prices of products shown in our catalogues or other printed materials are indicative. Products are supplied at the MDOSE rates in force at the time the order is placed. The applicable rate is the one displayed on our websites www.mdrose.com, www.mdrose.fr, www.lobrot.com, and www.multibac.com at the time of order.

All our prices are quoted in euros, excluding VAT, shipping, and customs duties, unless otherwise stated. MDOSE reserves the right to modify its product or service prices at any time. Prices may vary, for example, due to exceptional fluctuations in raw material prices, limited-time promotional offers, or changes in regulations related to eco-contributions or other taxes.

In the event of price adjustments for economic reasons, notably raw material price increases, prior to the expiry of a quotation's validity period, the customer will be informed at the time of order.

In accordance with Article L.541-10 of the French Environmental Code, MDOSE is registered in the producers' register under registration number FR320613_01SSIS (ADEME).

6.DELIVERY TIMES AND PRODUCT RETURNS

Delivery times are given for information purposes only. We cannot be held liable for delays and no compensation may be claimed on these grounds. Back orders are normally maintained unless otherwise specified.

No returns will be accepted without our prior consent. Return costs are borne by the customer, except in the case of our error.

7.WARRANTY

The supplier warrants that its products conform to the specifications stated in the order and accepted by it. The customer must specify the intended use of the goods.

Quantity claims: Any claim regarding quantities must be made by telephone and confirmed by registered letter with acknowledgement of receipt within 48 business hours of receipt of goods. Claims not made within these timeframes will not be considered.

Our warranty excludes the consequences of abnormal use, lack of maintenance, or normal wear and tear. Regardless of use, it is the customer's responsibility to ensure product compatibility with intended contact materials.

The warranty covers "return to factory" only (technician travel and round-trip shipping are at the customer's expense). Only spare parts and labour are covered by MULTIROIR-CONTROLEC, subject to compliance with the above warranty conditions.

8.TRANSPORT

Goods travel at the consignee's risk, notwithstanding the retention of title clause. Regardless of consignee or sales terms, delivery is deemed completed once goods are handed over to the carrier. The carrier assumes responsibility for transport, even for carriage-paid shipments. It is the customer's responsibility to acknowledge receipt with or without specific reservations.

9.RETENTION OF TITLE

In accordance with the French laws of 12 May 1980 and 25 January 1985 (No. 85-98), goods are sold subject to retention of title. MDOSE retains full ownership until payment in full has been received. However, the buyer assumes responsibility for the goods upon collection and bears the risk of any damage or loss from that moment.

Goods may not be resold before full payment. Payment by draft or bill of exchange is deemed made only upon collection. If, by written exception, MDOSE authorises resale or transformation of goods before payment, it retains the right to claim the selling price or part of the unpaid goods. In such a case, the customer agrees to inform its own buyer of the retention of title clause and our right of claim.

10.TERRITORIAL SCOPE

These terms apply to mainland France. For Corsica, DOM-TOM, and other countries, EXPORT terms apply.

11.PENALTY CLAUSE

By express agreement, any failure to pay on the due date will automatically render all outstanding sums immediately payable, along with late payment penalties equal to the European Central Bank's most recent refinancing rate plus 10 percentage points.

In accordance with Decree 2012-1115, in addition to the above penalties, a fixed legal compensation of €40 incl. VAT for collection costs will be due by the client. Furthermore, all outstanding amounts will be increased by a fixed penalty of 15%, with a minimum of €75, payable as a contractual penalty, without prejudice to statutory late payment interest.

All penalties and indemnities are automatically payable to MDOSE without prior notice and without prejudice to any other action we may take. Penalties will be automatically deducted from any amounts owed by MDOSE to the client.

In the event of non-compliance with these payment conditions, MDOSE reserves the right to cancel the sale, make all future payments immediately due, suspend its obligations, or condition acceptance of new orders on specific payment terms. Payments due cannot be withheld, reduced, or offset without our prior written agreement.

12.SPECIFIC AGREEMENT CLAUSE

Each buyer/client authorises MDOSE to send all notifications related to the order by registered mail with electronic acknowledgement of receipt to the address(es) provided.

The buyer/client confirms and guarantees exclusive control over the email account provided, including (i) regular access, (ii) confidentiality of access credentials, and (iii) management of incoming mail settings and filters. The buyer/client guarantees that any third party accessing the email account is authorised to represent them.

The buyer/client agrees to immediately report any loss or misuse of the email account. Until such notification is received, any action taken via the email account will be deemed performed by the buyer/client and will be their sole responsibility for all legal and regulatory consequences. Finally, the buyer/client confirms having access to a webcam/microphone system necessary for receiving registered mail.